

EXHIBIT A

FILED
FULTON COUNTY
COMMON PLEAS COURT

2022 AUG 15 AM 10:13

TRACY L. ZUVER
CLERK

IN THE COURT OF COMMON PLEAS
FULTON COUNTY, OHIO

Perry Livestock Services, LLC
9474 Co. Rd. 8-1
Delta, Ohio 43515

Plaintiff,

-vs-

Inwood Feeders, Inc.
629 S. Minnesota Ave., Ste. 104
Sioux Falls, SD 57104

Jesse Van De Stroet
404 E Lynn Ave.
Canton, SD 57013

Defendants.

*

Case No. **22CV000135**

*

Judge Jeffrey L. Robinson

*

**COMPLAINT WITH JURY DEMAND
ENDORSED HEREON**

*

Ali A. Nour (0096243)
Gressley, Kaplin & Parker, LLP
One SeaGate, Suite 1645
Toledo, Ohio 43604
Telephone: (419) 244-8336
Facsimile: (419) 720-8504
e-mail: anour@gkplaw.net

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Attorney for Plaintiff

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Now comes Plaintiff, by and through undersigned counsel, for its Complaint with Jury Demand Endorsed Hereon ("Complaint"), and alleges, avers, and states as follows:

PARTIES

1. Plaintiff is an Ohio limited liability company duly authorized to transact business in the state of Ohio with its principal place of business in Delta, Fulton County, Ohio.
2. Defendant Inwood Feeders, Inc. ("Inwood") is a South Dakota corporation which transacts business in the state of Ohio.
3. Defendant Jesse Van De Stroet ("Van De Stroet") is a resident of the state of South Dakota and transacts business in the state of Ohio.

JURISDICTION & VENUE

4. Plaintiff hereby incorporates each of the foregoing averments as fully rewritten herein.
5. This Court has subject matter jurisdiction under R.C. § 2305, *et seq.*, and Art. IV, § 04 of the Ohio Constitution.
6. This Court can exercise personal jurisdiction over Inwood and Van De Stroet under R.C. § 2307.382 as they both transacted business with Plaintiff in Delta, Fulton County, Ohio.
7. Venue is proper under Civil Rules 3(C)(3) and (6) as Inwood and Van De Stroet conducted the activities giving rise to this cause of action in Delta, Fulton County, Ohio, and all or part of the of the claim for relief arose in Delta, Fulton County, Ohio.

FACTUAL ALLEGATIONS

8. Plaintiff hereby incorporates each of the foregoing averments as fully rewritten herein.
9. Plaintiff is a livestock supplier who is considered a merchant under R.C. 1302.01, *et seq.*, and conducts business in Delta, Fulton County, Ohio.
10. Inwood and Van De Stroet are in the Beef Cattle Feedlots business and are considered merchants under R.C. 1302.01, *et seq.*
11. The parties regularly conducted business via text message.
12. Inwood and Van De Stroet contracted with Plaintiff to purchase certain cattle in Delta, Fulton County, Ohio (“Supply Contract”).
13. Pursuant to the Supply Contract, Inwood and Van De Stroet agreed to purchase twenty-four 24 loads of cattle, eight (8) loads in May 2022, eight (8) loads in June 2022, and eight (8) loads in July 2022.
14. Pursuant to the Supply Contract, the minimum weight for each load is to be Forty-Seven Thousand Five Hundred Pounds (47,500 lbs).

15. Inwood and Van De Stroet accepted eight (8) loads under the Supply Contract and refuse to accept the remaining sixteen (16) loads.

COUNT I—BREACH OF CONTRACT

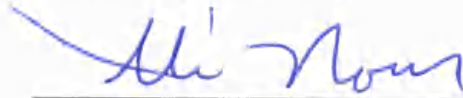
16. Plaintiff hereby incorporates each of the foregoing averments as fully rewritten.
17. The Parties entered into a legally enforceable agreement when they agreed to be bound by the terms of the Supply Contract.
18. The Supply Contract satisfies the statute of frauds under R.C. 1302.04(B) because Plaintiff gave written confirmation of the Supply Contract via text message on Monday, December 13, 2021, at 7:26 P.M., and Inwood and Van De Stroet failed to give written notice of objection within ten (10) days, a copy of which text thread between the parties is attached hereto as **Exhibit A**.
19. Inwood and Van De Stroet breached the Supply Contract by failing to accept delivery of the sixteen (16) loads of cattle.

COUNT II—DAMAGES

20. Plaintiff hereby incorporates each of the foregoing averments as fully rewritten herein.
21. Plaintiff is entitled to compensatory, incidental, and consequential damages for Inwood's and Van De Stroet's breach of the Supply Contract.
22. Plaintiff is damaged by Inwood's and Van De Stroet's breach of the Supply Contract in sum in excess of Twenty-Five Thousand Dollars and 0/100 (\$25,000.00).

WHEREFORE, Plaintiff prays for a damages award in sum in excess of Twenty-Five Thousand Dollars and 0/100 (\$25,000.00) as it shall prove at trial, and for such and further relief this Court deems just and proper.

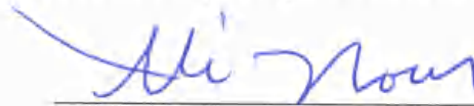
Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Ali Nour", written over a horizontal line.

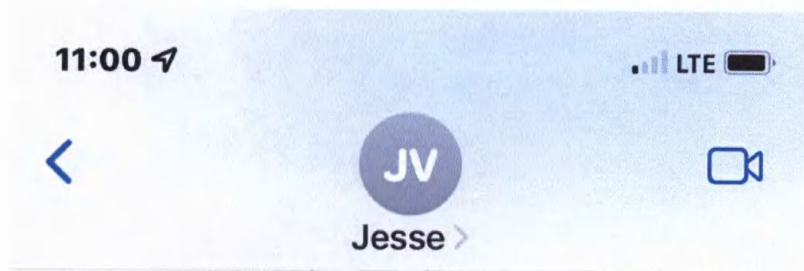
Ali A. Nour
Attorney for Plaintiff

Jury Demand

Plaintiff demands a trial by jury on all counts of its Complaint pursuant to Civ.R. 38(B).

A handwritten signature in blue ink, appearing to read "Ali Nour", written over a horizontal line.

Ali A. Nour



Next Wednesday will
work for calves

I guess next week is not
going to work how
about the following
week?

Thu, Dec 9, 9:22 PM

Could we load two
loads the week of the
20th and two the week
of the 27th and two on
the the week of the 3rd?

Mon, Dec 13, 7:26 PM

Ok we got the deal done
8 LDS May 8 LDS June
8 LDS July at 2.15
delivered w/.80 slide.



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Perry Livestock Services, LLC

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Case No. **22CV000135**

Plaintiff,

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Judge Jeffrey L. Robinson

-vs-

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PRAECIPE FOR SERVICE

Inwood Feeders, Inc., et al.

*

Ali A. Nour (0096243)

Defendants.

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Gressley, Kaplin & Parker, LLP

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e-mail: anour@gkplaw.net

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Attorney for Plaintiff

TO THE CLERK:

Please serve a copy of the accompanying Complaint with Jury Demand Endorsed Hereon
("Complaint") via Certified U.S. Mail to:

- (1) All defendants named in the caption of the Complaint using their corresponding addresses;
- (2) Inwood Feeders, Inc., 310 S. Thelma Ave., Harrisburg, South Dakota 57032; and
- (3) Jesse Van De Stroet, 310 S. Thelma Ave., Harrisburg, South Dakota 57032.

Respectfully submitted,



Ali A. Nour

Attorney for Plaintiff